

REMARKS

Claims 1-20 were pending before this amendment. Upon entry of this amendment, claims 2, 13 and 19 will be cancelled and claims 1, 3-12 and 14-8 and 20 will remain pending.

In the office action mailed February 8, 2007, claims 1, 2, 5 and 12 were objected to because they contained various informalities, namely the use of terms that recite an intended use and which do not require an action to take place.

Claim 12 was rejected under 35 U.S.C. §112, ¶2 as failing to particularly point out the subject matter being claimed because the preamble recited “In a method of communicating in a communication system...an improvement of method for...placement of data.” (Emphasis added.)

Claims 1, 7-11, 12 and 18-20 were rejected under 35 U.S.C. §102(b) as being anticipated by U.S. pre-grant publication number 2001/0044805 by Multer et al. Claims 2-6, 8 and 13-17 were rejected under 35 U.S.C. §103(a) as being unpatentable over *Multer* in view of U.S. pre-grant publication number 2002/0116404 by Cha et al.

In response to the office action, the claims have been amended to delete the terms that were considered by the Examiner to have been optional intended uses. The objections to claims 1, 2, 5 and 12 are believed to be overcome.

Regarding claim 12 and its rejection under 35 U.S.C. §112, the claim's preamble has been amended to delete the offending language. The rejection of claim 12 under 35 U.S.C. §112 is believed to be traversed.

As for the prior art rejections made under 35 U.S.C. §102 and §103, claims 1 and 12 have been amended to avoid *Multer* and *Cha*. No reference or combination of references shows or

suggests the subject matter claimed in claim 1 and in claim 12. Similarly, no reference or combination of references shows or suggests the subject matter claimed in the claims that depend from claims 1 and 12.

In addition to the revisions made to overcome the Examiner's objections, claim 1 has been amended to recite that the change-list lock prohibits changes to the change list, prior to commencement of a database synchronization process. Claim 1 has also been amended to add another structural element, namely, a "change list identifier," the function of which is to assign an identifier (i.e., the "identification") to change lists. The "identification" assigned to a change list uniquely identifies each change list from other, previously-generated change lists. The "identification" of a change list is assigned to a list after the change list identifier device receives a signal that the two databases are to be synchronized. Claim 1 also recites that the "identification" is "communicated" over the air, separately from the change list.

Support for the amendments to claim 1 can be found in specification paragraphs 0039 through 0042. No new matter has been added.

Claim 12 has been amended to recite that the "first list," which lists "change indicia" is locked prior to a database synchronization process. The claim has also been amended to recite that a "first change list identification" is assigned to the first list. The assigned identification uniquely identifies the first list and communicated over a radio-air interface prior to the communication of the first change list. Thus, the identification and the change list are communicated separately.

Support for the amendments to claim 12 can also be found in specification paragraphs 0039 through 0042. No new matter has been added.

The dependent claims have been amended to conform their limitations to the independent claims from which they depend. Support for the amendments to the dependent claims can also be found in specification paragraphs 0039 through 0042. No new matter has been added.

In the office action, the Examiner asserted that *Multer* disclosed all of the limitations of original claim 1, including the “first change-list lock” for which the Examiner cited lines 1-2 of *Multer*’s paragraph 0212.

Lines 1-2 of *Multer*’s paragraph 0212 purports to describe FIG. 17 of *Multer*. These two lines state only that “portions of [the] management server include...locking modules...” (Emphasis added.) The “locking modules” referred to in lines 1-2 of paragraph 0212 are not shown in FIG. 17 nor does there appear to be any other description of what the “locking modules” do. It therefore begs the question as to how *Multer* anticipates claim 1 as the Examiner contends because *Multer* does not show or suggest that the “locking modules” perform the exact same function as original claim 1 required.

Despite the shortcomings of *Multer* as a §102 reference, the claims have been amended to further clarify the applicant’s invention. Independent claims 1 and 12 now explicitly require the change list to be locked prior to a synchronization process, which *Multer* does not show or suggest. Claims 1 and 12 also require an identifier to be assigned to the change list, which *Multer* also does not show or suggest. The identification assigned to a change list, uniquely identifies the list and is assigned to a change list after a signal is received that indicates that the databases are to be synchronized, which *Multer* does not show or suggest. The assigned identification is communicated over the air interface, prior to and separately from communication of the change list, which *Multer* also does not show or suggest.

Cha has been considered alone and in combination with *Multer*. Whether *Cha* is considered alone or with *Multer*, neither of them alone or in combination with each other show or suggest the limitations that have been added to claims 1 and 12.

Many of the limitations added to claim 1 were found in claim 2. Therefore, claim 2 has been cancelled. Similarly, many of the limitations added to claim 12 were found in claim 13. Claim 13 has therefore been cancelled.

The applicant contends that the rejections are traversed and that the claims are in condition for allowance. Their reconsideration is therefore respectfully requested.

Respectfully submitted,

/Robert H. Kelly/

Robert H. Kelly
Registration No. 33,922

SCHEEF & STONE, L.L.P.
5956 Sherry Lane, Suite 1400
Dallas, Texas 75225
Telephone: (214) 706-4201
Fax: (214) 706-4242
robert.kelly@scheefandstone.com